

Date 18 January 2016

LICENCE

BETWEEN

AUSTRALIAN CAPITAL TERRITORY

AND

CAYLAMAX DEMOLITIONS PTY LTD

ACN: 106 114 952

**LICENCE FOR USE
OF TERRITORY LAND
SUBJECT TO A CROWN LEASE
(EXISTING BUILDING)**

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cwlth) (**Licensor**) represented by ACT Property Group being an administrative unit of the Chief Minister, Treasury and Economic Development Directorate.

The Licensee named in Item 1 of Schedule 1 (**Licensee**).

IT IS AGREED by the parties as follows:

1. Interpretation

1.1 Definitions

In this Licence unless the context otherwise requires:

Air-Conditioning System	means the plant, equipment, machinery or ducting for heating, cooling and/or circulating air supplied by the Licensor.
Building	means any building on the Land in which the Premises are located.
Commencement Date	means the date set out in Item 5.
Common Area	means those parts of the Building and Land which are not let or licensed and are intended by the Licensor to be for the common use of occupiers of the Land.
Contact Officer	means, in relation to each party, the representative whose name and contact details are specified in Item 15, or as notified in writing from time to time by one party to the other.
Disclosure Statement	means a disclosure statement referred to in the Leases Act.
General Charges	means those items set out in section 3 of Schedule 2.
Guarantor	Means the person or persons set out in item 16.
Insurance Determination	means any relevant statutory instrument relating to public liability insurance made under the <i>Financial Management Act 1996</i> .
Item	means an item in Schedule 1.
Land	means the land described in Item 2.
Leases Act	means the <i>Leases (Commercial and Retail) Act 2001</i>

(ACT) as amended or varied from time to time.

Licence means this licence and includes all schedules and attachments.

Licence Fee is the licence fee per annum in Item 7 as varied from time to time in accordance with this Licence.

Licence Fee Review Dates means the dates set out in Item 8(a).

Licensee means the person or organisation named in Item 1 and, if a natural person or persons, their respective executors, administrators and permitted assigns, and if a company or incorporated association, its successors and permitted assigns.

Licensee's Property means each of the following, as applicable:

- (1) any improvements including buildings or other structures:
 - (a) constructed or placed in or on the Premises by the Licensee; or
 - (b) constructed or placed in or on the Premises at the Licensee's expense and/or direction;
- (2) any fittings, fixtures or goods erected, installed or placed in or on the Premises by the Licensee including any partitions or devices for heating or cooling or fire prevention;
- (3) any light bulbs, light fittings, fluorescent tubes or other illuminating devices in the Premises; or
- (4) anything in or on the Premises which is not Licensor's Property.

Licensor means the Territory, its successors and assigns.

Licensor's Property means each of the following, as applicable:

- (1) the physical structure of the Buildings comprising the Premises supplied by the Licensor, including the roof, walls, ceilings and lifts;
- (2) any improvements forming part of the Premises erected at the expense of the Licensor;
- (3) any fittings, fixtures, or goods in or on the Premises erected, installed or placed by the Licensor; or
- (4) any systems installed in the Premises by the Licensor including the Air-Conditioning System and fire and sprinkler systems.

Option Term means a Licence for a further term for the period set out

in Item 13.

Premises	means the premises described in Item 3.
Rules	means the rules attached in Schedule 4.
Schedule	means any schedule forming part of this Licence.
Service Charges	means those items set out in section 2 of Schedule 2.
Statutory Outgoings	means those items set out in section 1 of Schedule 2.
Term	means the term specified in Item 4, or if extended under clause 2.2, the initial term and the extended term.
Territory	means: <ol style="list-style-type: none">(1) when used in a geographical sense, the Australian Capital Territory; and(2) when used in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cwlth).

1.2 General

In this Licence, unless a contrary intention is expressed:

- (1) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations, determinations and instruments issued under the legislation;
- (2) words importing a gender include the others; words in the singular number include the plural and vice versa; and where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (3) “include” is not to be construed as a word of limitation;
- (4) headings have no effect on the interpretation of the provisions;
- (5) an obligation imposed by this Licence on more than one person binds them jointly and severally;
- (6) words and expressions importing natural persons include body corporates, associations, government and local authorities and agencies;
- (7) any provisions in a Schedule form part of this Licence; and
- (8) the parties will not be bound by the standard provisions referred to in

section 20(3) of the Leases Act.

2. Licence

2.1 Grant

From the Commencement Date, the Licensor grants a Licence over the Premises to the Licensee for the Term, at the Licence Fee on the terms set out in this Licence.

2.2 Holding Over

2.2.1 If the Licensee continues to occupy the Premises after the expiration of the Term, with the consent of the Licensor, the Licensee:

- (1) is a monthly Licensee at the monthly Licence Fee then applying; and
- (2) otherwise occupies the Premises upon the conditions of this Licence.

2.2.2 The monthly occupancy arrangement may be ended by either party giving one month's written notice to the other and the notice may be given at any time.

3. Option to renew

3.1.1 This clause applies if Item 13 has been completed with an Option Term and the Licensee wishes to take a further licence of the Premises for that Option Term after the expiry of the Term.

3.1.2 The right to exercise the option under this clause is conditional upon the Licensee:

- (1) punctually paying the Licence Fee and observing the covenants throughout the Term; and
- (2) serving on the Licensor, written notice no more than six months and no less than three months before the date of expiry of the Term.

3.1.3 Subject to clause 3.1.2, the Licensee may, by service of the notice referred to in this clause, accept the offer by the Licensor to grant a renewal of a licence and the new licence will issue for the Option Term, at a licence fee to be determined in accordance with the provisions of this Licence and upon terms and conditions then appearing in any standard licence issued by the Licensor at that time, provided that the new licence will not include this clause.

4. Licence Fee

4.1 Licence Fee

4.1.1 The Licensee must pay the Licence Fee by equal monthly instalments in advance from the Commencement Date and thereafter on the first day of every month for the Term.

- 4.1.2 If an instalment is for a period of less than one month, then that instalment is equal to the amount calculated by dividing the Licence Fee by the number of days in the Licence year in which the period commences and multiplying the result by the number of days in the period.

4.2 Review of Licence Fee

The Licence Fee will be reviewed on the Licence Fee Review Dates in accordance with the corresponding method of licence fee review in Item 8(b) and in accordance with Schedule 5.

4.3 Interest on Overdue Monies

- 4.3.1 If the Licence Fee or any other monies payable by the Licensee are not paid by the due date, then the Licensee must pay to the Licensor interest at the rate per annum shown in Item 14 on those monies from the date on which they fall due until the date of payment or recovery.
- 4.3.2 The Licensor is entitled to recover the interest from the Licensee as if it was Licence Fee in arrears. Nothing in this clause restricts or prejudices any right of the Licensor in respect of the monies due.

5. Other Payments

5.1 Statutory Outgoings, Service Charges, General Charges

- 5.1.1 The Licensee must promptly pay;
- (1) all charges for gas, electricity, oil and water separately metered or supplied and consumed in or on the Premises;
 - (2) all charges in respect of any telephone or other communication services connected to the Premises; and
 - (3) all other charges for the supply of any service separately supplied to the Premises.
- 5.1.2 If water and/or electricity consumption is not separately metered to the Premises, the Licensee must pay a proportion of the amount of consumption charges metered to the Land as the Licensor deems reasonable, having regard to the size of the Premises, other occupants on the Land, the respective use by all occupants on the Land (including the Licensee) and any other factor which is relevant.
- 5.1.3 The Licensee must, within 30 days of receipt of a written request from the Licensor, pay to the Licensor all charges and expenses for Statutory Outgoings, Service Charges and General Charges that are payable by the Licensee as set out in Schedule 2. For convenience, the respective percentage of contributions to be met by each party is specified in Schedule 2. Where there is any discrepancy between the provisions of this clause and Schedule 2, the provisions of Schedule 2 will apply.

5.2 Licensor's report

The Licensor must, if required by the Leases Act, give the Licensee a report, within three months after the end of each accounting period in accordance with the Leases Act, which:

- (1) details the Licensor's expenditure for that accounting period on account of applicable Services Charges or General Charges to which the Licensee is required to contribute; and
- (2) complies with the provisions of section 66 of the Leases Act.

5.3 After hours use of Air-Conditioning System

If the Licensee uses the Air-Conditioning System outside the hours stated in the Rules, the Licensee must pay the Licensor, on demand, the Licensor's costs of operating the Air-Conditioning System during those additional hours, such costs to be calculated using the hourly rate notified by the Licensor to the Licensee from time to time and reflecting the Licensor's reasonable costs of operating the Air-Conditioning System including, without limitation, allowances for maintenance, repair and replacement of the Air-Conditioning System.

6. Air-Conditioning and Heating

6.1 No interference

The Licensee will at all times comply with the reasonable requirements of the Licensor in relation to the Air-Conditioning System. The Licensee will not do or permit or suffer to be done, anything which, in the reasonable opinion of the Licensor, might interfere with or impair the efficient operation of the Air-Conditioning System including the use of any heating or cooling devices or any other devices.

6.2 Failure of Air-Conditioning System

Should the Air-Conditioning System fail to function for any reason, the Licensee will not, by reason of any such failure, be entitled to terminate this Licence, nor will the Licensee have any right of action or claim for compensation or damages against the Licensor, except in accordance with section 81 of the Leases Act.

6.3 Maintenance and repair of Air-Conditioning System

The Licensor must maintain and repair the Air-Conditioning System.

6.4 Licensee air-conditioning or heating

The obligations imposed on the Licensor by this clause will not apply to any plant, machinery, ducting or unit for air-conditioning and/or heating purposes installed by the Licensee.

7. Legal Costs and Disbursements

7.1 Cost of Licence preparation

The Licensor and Licensee will each bear their own costs (including legal costs and disbursements) in relation to the negotiation, preparation and execution of this Licence.

7.2 Stamp duty

The Licensor will pay all stamp duty (if any is payable) assessed with respect to the Licence.

7.3 Licensee's additional costs

In addition to all costs and expenses for which the Licensee is liable at law or in equity to pay, the Licensee will pay to the Licensor, on demand, the Licensor's reasonable costs and expenses (including reasonable legal costs assessed on a solicitor and client basis and registration fee and taxes, which may be payable):

- (1) for, and incidental to, any variation, surrender or termination of this Licence;
- (2) in respect of any consent by the Licensor required under this Licence;
- (3) incurred by or on behalf of the Licensor in consequence of, or arising out of, any default in the due observance or performance of any covenant or obligation on the part of the Licensee;
- (4) incurred by the Licensor in consequence of any request of, or application by, the Licensee; or
- (5) incurred by the Licensor as a result of the exercise, or attempted exercise, of any of the Licensor's rights or powers.

8. Licence Only

8.1 No interest in Land

Nothing contained in this Licence will create, or is to be construed as creating any estate or interest in the Land or the Premises in favour of the Licensee.

8.2 Rights Personal to Licensee

The rights granted by this Licence are personal to the Licensee.

9. Use of Premises

9.1 Use of Premises

The Licensee may use and occupy the Premises for the use set out in Item 9 or any such other purpose consented to by the Licensor in writing. The Licensee must not use the Premises except for the permitted use.

9.2 Crown lease

The Licensee must not use the Premises for any purpose other than as permitted by the Crown lease for the Land or any superior occupancy agreement in respect of the Premises.

9.3 No interference

The Licensee must not do anything in or about the Premises or the Building which, in the reasonable opinion of the Licensor:

- (1) is noisy, obnoxious, immoral, offensive or a nuisance or disturbance to the Licensor or other persons using the Building or the Land;
- (2) may be the cause of damage or vibration; or
- (3) interferes with the orderly operation of the Building.

9.4 No warranty as to suitability

9.4.1 The Licensee acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of the Licensor as to the suitability of the Premises, the Building or the Land for any purposes or as to the fittings, finishing, facility and amenities of the Premises, the Building or the Land, except as contained in this Licence. The Licensee must satisfy itself in respect to the use to which the Premises may be put and acceptance of this Licence acknowledges full knowledge of any prohibitions or restrictions on the use of the Premises, including any imposed by law.

9.4.2 Where the permitted use of the Premises requires the consent of any authority, the Licensee must obtain that consent at its own expense. The Licensee must keep current the licenses and permits required to carry on its activities from the Premises.

9.5 Signs

The Licensee must not fix or place any sign, notice, advertisement or other thing on any part of the Premises or the Building without the consent in writing of the Licensor and then only in such colour, size and style and in such places as approved by the Licensor, such approval not to be unreasonably withheld.

9.6 Compliance with laws

The Licensee must comply, at its expense, with all laws and the requirements of any authority in connection with the Licensee's use or occupation of the Premises.

9.7 Keep clean

The Licensee must:

- (1) keep the Premises and immediate surroundings clean and tidy, and free from refuse and vermin; and
- (2) allow reasonable access to the Premises by the Licensor, and its employees, agents and contractors, to enable it to carry out any obligation required by this Licence.

9.8 Statutory notices

- 9.8.1 If the Licensee receives a notice from any authority in respect of the Premises, the Licensee must immediately notify the Licensor in writing.
- 9.8.2 The Licensee must comply promptly with all notices received from any authority in respect of the Premises except such notices as would have been given irrespective of the Licensee's use and occupation of the Premises.

9.9 Notice of defect

The Licensee must immediately give notice to the Licensor of any damage to the Premises and any accident affecting water, gas or oil pipes, electrical wiring, the Air-Conditioning System or any defect in them and any other fittings, fixtures or facilities provided by the Licensor.

9.10 Infectious illnesses

If any infectious illness occurs in the Premises, the Licensee must immediately notify the Licensor and have the Premises fumigated and disinfected by a suitably certified contractor, at the expense of the Licensee, to the satisfaction of any relevant authority.

9.11 Rubbish

The Licensee will keep the Premises free from rubbish including placing all rubbish in proper receptacles that the Licensee will install. The Licensee will arrange for the regular clearing of the receptacles and the regular removal of all rubbish. The Licensee will not create any rubbish or deposit any rubbish on the Common Area except for collection in such proper receptacles as are approved by the Licensor from time to time.

9.12 Flammable liquids and substances

9.12.1 The Licensee must not store or use chemicals or flammable, volatile or explosive substances on the Premises and must not in any way create any actual or potential fire hazard in the Premises.

9.12.2 The Licensee must permit the Licensor to enter the Premises at any time to control any actual or potential fire hazard and if the hazard, in the reasonable opinion of the Licensor, results from the use of the Premises by the Licensee, the Licensee must pay to the Licensor immediately on notification, the costs of the Licensor in carrying out that work.

10. Alterations and Fitout

10.1 No alterations without consent

10.1.1 The Licensee will not, without the prior written consent of the Licensor, make any alterations or additions in or to the Premises or permit or suffer the same to be made. The Licensor may, in its absolute discretion, refuse to consent to any proposed alterations or additions.

10.1.2 The Licensee will not mark, paint, drill or in any way deface or damage the walls, partitions, ceiling, floor or surrounds of the Premises.

10.1.3 The Licensee must, in the course of any alterations or additions:

- (1) comply with the requirements of the Licensor and all relevant authorities; and
- (2) if required, use persons nominated or approved by the Licensor to carry out the work.

10.2 Installing equipment

The Licensee will not, without the prior written consent of the Licensor, install any water, electrical or gas fixture or appliance or any apparatus for light, air, heating or cooling.

10.3 Heavy installation

The Licensee will not bring in or on the Premises any fixtures or goods:

- (1) of such nature, weight or size; or
- (2) creating such noise or vibration in their operation,

such as to cause or, in the reasonable opinion of the Licensor, be likely to cause, any structural or other damage to the floors or walls or any other part of the Premises. Any damage to the Premises caused by the movement or placement of any such items will be made good at the Licensee's expense.

10.4 Grease trap

- 10.4.1 If the Premises are at any time connected to a grease trap or a triple interceptor, the Licensor must regularly clean, service, maintain, repair and empty it. The Licensee must pay the Licensor the cost of any cleaning, servicing, maintenance, repair or emptying of the grease trap or triple inceptor within 14 days of receiving a request for payment from the Licensor.
- 10.4.2 If the Premises are not connected to a grease trap, triple interceptor or similar device and the Licensee's use of the Premises requires them to be connected to such a device, then the Licensee must, at its' expense, promptly install such a device, upon receiving the consent of the Licensor (which may be reasonably withheld where installation is, in the opinion of the Licensor, impractical or may interfere with other users of the Land) and otherwise comply with this clause.
- 10.4.3 The Licensor will not be liable for any loss or damage sustained by the Licensee arising from the Licensor's decision not to consent to the installation of a grease trap, triple inceptor or similar device.

10.5 No obstruction of light or air

The Licensee must not obstruct the flow of air to or from or the admission of light to the Premises except for curtains or blinds approved by the Licensor, which approval will not be unreasonably withheld.

11. Repairs, Maintenance and Replacement

11.1 Inconsistency

Where there is an inconsistency between this clause and Schedule 2, Schedule 2 will prevail.

11.2 Acknowledgement

The Licensee acknowledges that, at the Commencement Date and the date of first occupation of the Premises by the Licensee (if applicable), the Premises and the Licensor's Property in it were in good repair and condition.

11.3 Repair obligations

- 11.3.1 Subject to clauses 11.3.3, 11.3.4 and 11.3.5, the Licensor must keep the Licensor's Property in good and tenable repair and condition having regard to the condition of the Premises at the Commencement Date.
- 11.3.2 The Licensee must maintain and keep the Licensee's Property in good and tenable repair and condition.
- 11.3.3 The Licensor's obligation to repair under subclause 11.3.1 will not apply when the requirement for repair arises as a result of the negligence or act or omission of the Licensee or the Licensee's employees, agents, contractors or invitees. The Licensee must repair or replace any item of Licensor's Property requiring repair or replacement as a result of the negligence or act or omission of the Licensee or the Licensee's employees, agents, contractors or invitees.

11.3.4 The Licensor may require the Licensee to contribute an amount for each item of repair of the Licensor's Property as set out in Item 12. The Licensor will be under no obligation to repair unless and until the required contribution is made by the Licensee to the Licensor.

11.3.5 The Licensee must maintain the Licensor's Property to a standard equivalent to that at the date of first occupation by the Licensee (or, if the Licensor has upgraded the Licensor's Property, to the upgraded standard).

11.4 Replacement obligations

11.4.1 Subject to subclause 11.4.2, the Licensor will replace any Licensor's Property which, in the Licensor's reasonable opinion, requires replacement.

11.4.2 The Licensor's obligation to replace the Licensor's Property will not apply when the requirement to replace arises as a result of the negligence or act or omission of the Licensee, or the Licensee's employees, agents, contractors or invitees or the failure of the Licensee to maintain the Licensor's Property.

11.4.3 The Licensee will be responsible for the replacement of the Licensee's Property.

11.5 Make Good

The Licensee must, at the time of, or immediately before, the expiration of the Licensee's occupancy (and in this regard time is of the essence);

- (1) carry out repairs as required by this clause;
- (2) reinstate all floor coverings, light and power outlets, switches, telephone outlets, fire sprinklers and air-conditioning and any other fixtures or fittings of the Licensor;
- (3) remove all signs, notices, advertisements, ornaments or other things placed by the Licensee on the Premises;
- (4) remove the Licensee's Property and make good any damage arising as a result of the removal;
- (5) leave the Premises in a clean and tidy condition, free from all rubbish; and
- (6) peaceably surrender and yield up the Premises.

11.6 Notices to repair

11.6.1 The Licensor may, at any time, serve on the Licensee a notice in writing of any defect which the Licensee is required to repair. The Licensee will repair the defect within 21 days of the date of service of the notice (or such other period as agreed). The Licensor may specify a period of less than 21 days within which to

repair the defect if the defect is likely to cause damage to the Premises or Building or may cause injury to any person.

11.6.2 Where the Licensor is required to repair, due to the default of the Licensee, the Licensee must pay to the Licensor the cost of those repairs and any associated expenses within 7 days of notification of the amount.

11.7 Leaving Licensee's Property, goods or fixtures behind

11.7.1 To the extent permitted by law, if the Licensee leaves any Licensee's Property, goods or fixtures in the Premises for more than 21 days after the expiry or termination of this Licence, the Licensor may dispose of them in any way the Licensor sees fit. In addition, any such Licensee's Property, goods or fixtures will, at the Licensor's election, become the Licensor's property absolutely and the Licensor may deal with them without accounting to the Licensee or being required to compensate the Licensee for the same.

11.8 Other services

11.8.1 During the Term, and any extension or renewal of it, the Licensor must maintain in good working order the lifts, fire services and any other services within the Premises and the Building which are the responsibility of the Licensor.

11.8.2 If any of the services specified in this subclause:

- (1) malfunction;
- (2) become unsafe; or
- (3) are otherwise incapable of being operated as a result of any cause,

the Licensor will, within a reasonable time after receipt of written notification from the Licensee, repair or replace the services (or part of the services) with services of an equivalent type and quality.

11.8.3 The Licensor will not be required to repair or replace any of the services referred to in subclause 11.8.1 where the repair or replacement arises as a result of the negligence or default of the Licensee or the Licensee's employees, agents, contractors or invitees.

11.9 Licensor's right to enter

The Licensor and persons authorised by the Licensor have the right to enter the Premises with necessary materials and equipment at reasonable times, and on reasonable notice (but without any notice in any case which the Licensor considers an emergency):

- (1) to view the state of repair and condition of the Premises and conduct investigations;
- (2) to carry out any work or make any repairs or alterations or additions to the Premises or the Building;

- (3) to carry out repairs as the Licensor thinks fit;
- (4) where the Licensee has failed to repair any defect in accordance with any notice served by the Licensor; or
- (5) to comply with the terms of any present or future law affecting the Premises or any notice served on the Licensor or the Licensee by the Territory or any competent authority.

12. Insurance

12.1 Insurance Determination

- 12.1.1 The Licensee warrants that it has done all things necessary to enable the Licensor to comply with the Insurance Determination.
- 12.1.2 The Licensee covenants that during the Term it will not act in a manner, which will place the Licensor in breach of its obligations under the Insurance Determination.
- 12.1.3 The Licensee warrants it has provided an activity schedule in accordance with the Insurance Determination, attached as Schedule 3 and that the contents of the activity schedule are true and correct.
- 12.1.4 The Licensee warrants that if it varies its activities, from those set out in Schedule 3, it will provide the Licensor and the ACT Insurance Authority (or any substituted body) with an updated activity schedule and insurance policy (if required by the relevant Insurance Determination).

12.2 Public Liability

The Licensee, during the Term and any holding over under this Licence, must keep current a public risk liability policy for an amount for any single occurrence of not less than the amount referred to in Item 11. The policy must indemnify the Licensor against all actions and demands of any kind arising from the use and occupation by the Licensee and/or the Licensee's employees, agents, contractors and invitees of the Premises. The policy must note the Licensor's interest.

12.3 Other Insurance

The Licensee will be responsible for insuring the Licensee's Property and all other property of the Licensee in the Premises.

12.4 General obligations not to increase Licensor's insurance

The Licensee must not do, or permit to be done, anything that would result in any insurance in relation to the Premises being:

- (1) unenforceable;

- (2) voidable; or
- (3) likely to increase the rate of premium on any insurance taken out by the Licensor (except with the approval of the Licensor in writing).

12.5 Fire regulations

12.5.1 The Licensee must comply with the insurance, sprinkler and fire alarm regulations in relation to any partitions and other permitted fixtures or fittings which may be erected by or on behalf of the Licensee on the Premises.

12.5.2 The Licensee must pay the Licensor the cost of any alterations to the sprinkler or fire alarm installations that may become necessary by reason of any non-compliance by the Licensee with the relevant Australian Standards (determined by Standards Australia or any substituted body), directions or orders of any relevant authority and/or the requirements of the insurer.

12.6 Production of policy

12.6.1 The Licensee, in respect of any policy of insurance to be taken out by the Licensee, must, on request, produce to the Licensor either a:

- (1) policy of insurance; or
- (2) certificate of currency for the policy.

12.6.2 In respect of the public liability insurance policy the Licensee is required to maintain under clause 12.2, in addition to the above requirements under clause 12.6.1, the Licensee must produce such policy or certificate of currency for such policy to the Licensor (without request by the Licensor) annually:

- (1) On the anniversary of the commencement date; or
- (2) Upon any change or renewal of the policy,

whichever comes first in a calendar year.

13. Indemnity and Release

13.1 Risk

The Licensee will occupy, use and keep the Premises at its own risk.

13.2 Indemnity

The Licensee indemnifies the Licensor, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Licensee and/or its employees, agents, contractors or invitees in connection with this Licence, except to the extent that the Licensor has, through negligence or unlawful act or omission, caused the relevant loss, damage or injury.

13.3 Claims to be made good

The Licensee must, at its expense, make good the amount of all claims, loss, damage, costs and expenses, the subject of the indemnity in clause 13.2.

13.4 Release

To the full extent permitted by law, the Licensee hereby releases the Licensor, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused by the wilful or negligent act of the Licensor, its employees, agents or contractors.

14. No Compensation

At the expiration or termination of this Licence, the Licensee will not be entitled to receive any form of compensation from the Licensor in respect of any Licensee's Property on the Premises.

15. Damage or Destruction to the Premises

15.1 Damage or destruction to the Premises

If the Premises or the Building or both are materially damaged or destroyed, and as a result, the Licensee cannot use or access the Premises, then the Licensor must, within 2 months, tell the Licensee whether or not the Licensor proposes to repair the Premises or the Building and if so, the approximate start and finish dates for the work. Meanwhile the Licensee must continue to use any part of the Premises that is useable, safe and accessible, and to obey this Licence as far as possible.

15.2 Termination by Licensor

If:

- (1) the Licensor gives the Licensee a notice under subclause 15.1 that the Licensor does not intend to repair the Premises or Building; and
- (2) one of the following applies:
 - (a) the Premises or Building has to be, or has been, demolished because of the damage;
 - (b) the damage extends to more than 50% of the Premises or Building;
 - (c) it is impracticable to repair or reinstate the Premises or Building within one year of the date of damage; or

- (d) the Licensee cannot use the Premises and this Licence expires within 2 years of the damage occurring and there is no option for a further term;

then the Licensor may terminate this Licence by 30 days' written notice to the Licensee.

15.3 Termination by Licensee

If one of the following applies:

- (1) the Licensor gives the Licensee a notice under subclause 15.1 that the Licensor does not intend to repair the Premises or Building;
- (2) the Licensor gives the Licensee a notice under subclause 15.1 that the Licensor does intend to repair the Premises or Building but the Licensor unreasonably departs from the proposed start and finish dates; or
- (3) the Licensee will not be able to use the Premises within a reasonable period or for more than one year after the day, or last day, the damage happened;

then the Licensee may give a written notice terminating the Licence on 30 days' notice and specifying the reason for that termination.

15.4 No payment of Licence Fee

While the Licensee cannot use the Premises due to damage to the Premises or the Building, the Licensee is not required to pay the Licence Fee and any other money payable under this Licence unless the Licensor and the Licensee otherwise agree or unless the Court orders otherwise.

15.5 Payment of Licence Fee continues

If the Premises or the Building are damaged but the Licensee is still able to use the Premises (in full or in part), then the Licensee must continue to pay the Licence Fee and other money payable under this Licence unless the Licensor and the Licensee otherwise agree or unless the Court orders otherwise.

15.6 Agreement to end Licence

The Licensor and the Licensee may also agree to end this Licence without the Licensor giving the notice under subclause 15.1.

15.7 Obligation to repair or reconstruct

Other than as set out in this clause, nothing in this Licence imposes an obligation upon the Licensor to repair or reconstruct the Premises or the Building in the event of damage to or destruction as described in this clause.

16. No Assignment

No assignment or sublicensing

The Licensee may not assign transfer, sublet, licence or mortgage its rights in respect of this Licence or the Premises.

17. Default and Re-entry

17.1 Default by Licensee

Where the Licensee is in breach of any condition in this Licence, the Licensor may remedy the breach at any time without notice to the Licensee and without limiting the rights of the Licensor as a consequence of that breach. Where the Licensor so acts, all reasonable costs and expenses incurred by the Licensor (including reasonable legal costs on a solicitor and client basis) in remedying any breach, must be paid by the Licensee to the Licensor immediately upon written notification of the amount and, in default, the amount may be recovered in a court of competent jurisdiction.

17.2 Termination for breach

Where:

- (1) any instalment of the Licence Fee or other money payable by the Licensee to the Licensor is 21 days in arrears (in case of the Licence Fee whether or not demand has been made for it);
- (2) a notice has been served on the Licensee by, or on behalf of, the Licensor specifying a breach of this Licence and, if applicable, that breach has not been remedied or compensated for in accordance with the notice, provided the notice has allowed at least 21 days in which to remedy or compensate; or
- (3) the Licensee:
 - (a) becomes bankrupt or insolvent; or
 - (b) makes any assignment for the benefit of creditors, or makes any arrangement with creditors for liquidation of the debts of the Licensee by composition or otherwise; or
 - (c) being a company or an incorporated association, goes into liquidation either voluntarily or compulsorily (except for the purpose of reconstruction or amalgamation) or is wound up or dissolved or placed under official management or a receiver or manager of any of its assets is appointed or an inspector is appointed under the *Corporations Act 2001* (Cwth),

the Licensor may, at any time thereafter give written notice to the Licensee that the Licensor intends to terminate this Licence (the "Termination Notice").

17.3 Date of termination

17.3.1 The termination referred to in the Termination Notice takes effect on the earlier of:

- (1) the date that the Licensee agrees to the termination by notice in writing to the Licensor; or
- (2) the date 14 days after the service of the Termination Notice (the “time period”) provided that the Licensee does not contest the termination by application to the Magistrate’s Court within the time period.

17.3.2 If the Licensee contests the termination in accordance with subclause 17.3.1(2), the termination has effect on the date ordered to be the date on which the termination takes effect by the Magistrate’s Court.

18. Fixtures Remaining after Breach

18.1 Application

This clause applies:

- (1) where this Licence has been terminated or the Licensor has re-entered the Premises; and
- (2) in relation to any fixtures or goods in the Premises which do not, on termination or re-entry, pass to the Licensor and which remain in the Premises for 21 days after the date of termination or re-entry.

18.2 Removal by Licensor

The Licensor may:

- (1) remove any fixtures or goods to which this clause applies from the Premises and store them in such place and manner as the Licensor thinks fit;
- (2) on reasonable notice to the Licensee, place any fixtures or goods outside the Premises; and/or
- (3) sell the fixtures and goods and deduct from the proceeds, the Licensor’s costs in removing, storing and selling them, and account to the Licensee for the balance.

18.3 Payment of costs

The Licensee must pay to the Licensor, on demand, all reasonable costs and expenses of the Licensor in removing or storing fixtures or goods.

19. Essential Terms

19.1 Essential Terms

Each of the following covenants by the Licensee is an essential term of this Licence:

- (1) subclause 4.1 relating to payment of Licence Fee and subclauses 5.1 and 5.3 regarding other payments to be made by the Licensee;
- (2) clauses 9.1 and 9.2 relating to use of the Premises;
- (3) clause 10.1 relating to alterations and additions;
- (4) clauses 11.3 and 11.5 relating to repair, maintenance and make good;
- (5) clauses 12.1 and 12.2 relating to insurance;
- (6) clause 16 relating to assignment and underletting; and
- (7) clause 24.2 relating to payment of GST.

19.2 Acceptance of arrears

The acceptance by the Licensor of arrears or the late payment of Licence Fee or other monies does not constitute a waiver of the essential and continuing obligation of the Licensee to pay Licence Fee and other moneys during the Term on the dates specified in the Licence.

19.3 Breach of an essential term

The Licensee must compensate the Licensor in respect of any breach of an essential term of this Licence and the Licensor is entitled to recover damages from the Licensee in respect of such breaches. The Licensor's entitlement under this clause is in addition to any other remedy or entitlement (including the right to terminate this Licence).

19.4 Loss on repudiation or breach

Where the Licensee's conduct (whether acts or omissions) constitutes:

- (1) a repudiation of the Licence; or
- (2) a breach of any covenant contained in the Licence,

the Licensee will compensate the Licensor for the loss or damage suffered by reason of the repudiation or breach.

19.5 Quantum of damages recoverable

The Licensor is entitled to recover damages against the Licensee in respect of repudiation or breach of covenant for the damage suffered by the Licensor during the entire Term.

19.6 Certain events of no effect

The Licensor's entitlement to recover damages is not affected or limited by any of the following:

- (1) if the Licensee abandons or vacates the Premises;
- (2) if the Licensor elects to re-enter or to terminate the Licence;
- (3) if the Licensor accepts the Licensee's repudiation; or
- (4) if the party's conduct constitutes a surrender by operation of law.

19.7 Licensor may remedy defaults

The Licensor may remedy without notice, any default by the Licensee under this Licence and whenever the Licensor elects to do so, all costs and expenses incurred by the Licensor (including legal costs and expenses) are to be paid by the Licensee immediately on notification.

20. Early Termination

This Licence may be terminated, without cause, by either party giving the other party six months written notice or such shorter period as agreed by the parties in writing. Subject to clause 11.5, neither party will have an action against the other party in respect of termination of this Licence pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of the Licence occurring prior to termination.

21. Rules

21.1 Rules

The Licensee must comply with the Rules and the Licensee acknowledges that, if it fails to comply with any of the Rules, the failure constitutes a breach of this Licence.

21.2 Compliance with Rules

The Licensee must take all reasonable steps to ensure that its employees, agents, contractors and invitees comply with the Rules.

21.3 Variation of Rules

The Licensor may delete, vary or add to the Rules provided that the Licensor notifies the Licensee of the changes within 30 days of making the changes.

22. Common Area

22.1 Common Area

Subject to subclause 22.2, the Licensee and all persons authorised by it, will, at all times, have the right to use the Common Area as ancillary to its occupation of the Premises and, in common with other persons having rights to be on the Land:

- (1) to enter and leave the Premises;
- (2) to load or unload vehicles in any area designated for the purpose by the Licensor;
- (3) to park private motor vehicles or cycles in such a place and for such a time as the Licensor designates from time to time;
- (4) to use the toilets and washrooms as allocated by the Licensor from time to time; and
- (5) to place rubbish in such proper receptacles as are approved by the Licensor from time to time.

22.2 Control of Common Area

The Common Area will, at all times, be subject to the control of the Licensor who has, subject to this Licence, the right from time to time to establish, modify and enforce reasonable rules in this regard.

23. Variations

23.1 Variation of provisions

The parties agree that the provisions of this Licence may be varied as set out in Item 18.

23.2 Inconsistency

Where there is any inconsistency between the terms of this Licence and Item 17, the provisions of Item 18 will prevail.

24. GST

24.1 GST definitions

24.1.1 In this clause:

Act means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended) and any regulation made under that Act;

GST, Taxable Supply, Input Tax Credit, Supply and Tax Invoice have the same meaning as in the Act;

GST Rate means 10% or if the rate at which GST is calculated under the Act changes, the rate applicable at the relevant time.

Payment includes consideration in the form of money given or received and in a form other than money given or received.

24.2 Payment of GST

A party making Payment to another party for a Taxable Supply under this Licence must pay to the other party at the same time, an additional amount equal to the amount of the Payment multiplied by the GST Rate.

24.3 Reimbursements

When calculating the amount of:

- (a) any reimbursement to a party under this Licence; and
- (b) the indemnification under this Licence of an expense, loss or liability incurred or to be incurred by that party,

the other party may include the GST paid or payable on the Supply giving rise to the amount, but if that party includes the GST that party must deduct the amount of any Input Tax Credit from the amount paid.

24.4 Tax invoice

A party receiving a Payment of GST under this clause must provide a Tax Invoice to the party making the Payment before or at the same time as the Payment is received.

25. Leases Act

25.1 Application of Leases Act

Subject to clause 25.4, the parties agree that the provisions of the Leases Act apply to this Licence. Where there is an inconsistency between the provisions of this Licence and the Leases Act, the Leases Act will prevail.

25.2 Disclosure Statement

Where a Disclosure Statement complying with the Leases Act, was not given to the Licensee at least 14 days before this Licence was entered into and the Licensee has agreed to waive this requirement, the Licensee must provide the

Licensor with a certificate made under section 30 of the Leases Act certifying that the Licensee has been independently advised by a lawyer (as defined in the Leases Act and not acting for the Licensor) of its right under the Leases Act.

25.3 Approved handbook

The Licensee warrants that the Licensee was advised of the existence of the approved handbook and of its availability, as early as practicable in negotiations relating to this Licence.

25.4 Standard provisions

The standard provisions in any regulations prescribed under the Leases Act do not apply to this Licence.

25.5 Term of Lease less than 5 years

Where the Term (including any prior option period or option contained in this Licence) is less than 5 years (as is otherwise required by the Leases Act), the Licensee warrants:

- (1) that it has been independently advised by a lawyer (as defined in the Leases Act and not acting for the Licensor) of the Licensee's rights pursuant to section 104 of the Leases Act; and
- (2) that the lawyer has provided a certificate, as required by section 104 of the Leases Act.

26. Guarantee and Indemnity

26.1 This clause applies if, and only if, a Guarantor is set out in Item 16.

26.2 Guarantee

The Guarantor, and each of them jointly and severally, guarantees to the Licensor the due payment of all moneys due under this Licence and the due performance by the Licensee of all the covenants and terms of this Licence by the Licensee.

26.3 Indemnity

- (1) The Guarantor indemnifies the Licensor and agrees to keep the Licensor indemnified from all damages and all costs, losses and expenses which the Licensor may suffer or incur from any breach or non-observance by the Licensee of any of the covenants and terms in this Licence.
- (2) The Guarantor agrees that this indemnity continues and the Guarantor remains liable to the Licensor notwithstanding that as a consequence of breach or non-observance by the Licensee the licensor has exercised any of its rights including its right of re-entry and notwithstanding that the

Licensee (being a company) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee now given may for any reason be unenforceable.

26.4 Not affected by time or other indulgence

The liability of the Guarantor is not affected by the granting of time or other indulgence or concessions to the Licensee or by the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Licensor against the Licensee or by any neglect or omission to enforce such rights or by anything, which under the law relating to sureties would or might but for this clause release the Guarantor from his obligations.

26.5 Continuing guarantee

The guarantee and indemnity now given are to continue until the due performance and observance by the Licensee of all the terms and conditions of this Licence.

27. Miscellaneous

27.1 No waiver

Failure or omission by the Licensor at any time to enforce or require strict or timely compliance with any provision of this Licence will not:

- (1) affect or impair that provision in any way;
- (2) affect the right or remedy that the Licensor may have in respect of that provision; or
- (3) act as a waiver of any other breach by the Licensee.

27.2 Entire Agreement

This Licence contains the entire agreement between the parties in relation to the Premises and supersedes any prior representation, negotiations, writing, memoranda and agreements.

27.3 Variation

This Licence may be varied only by the written agreement of the parties prior to the expiration of this Licence.

27.4 Severability

Any provision of this Licence that is illegal, void or unenforceable will not form part of this Licence to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Licence will not be invalidated by an illegal, void or unenforceable provision.

27.5 Governing law

This Licence is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory.

27.6 Compliance with laws

The Licensee must comply with the laws from time to time in force in the Territory.

27.7 Notices


27.7.1 Any notice, including any other communication, required to be given or sent to either party under this Licence must be in writing. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two business days after the date on which it was sent; or
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address.

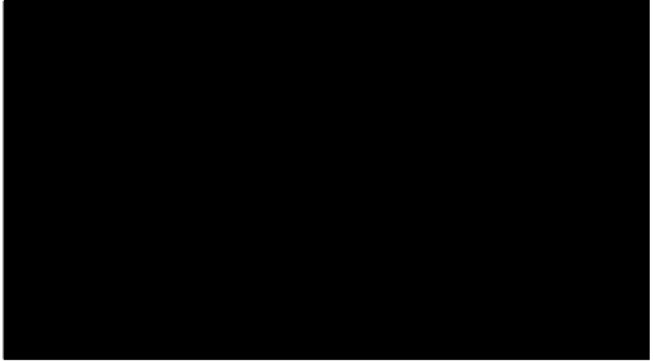


27.7.2 In addition, where a notice is given by either party to repair or replace, the notice may be sent by electronic mail to an electronic mail address provided to the transmitting party and is deemed to be served at the time the email was sent.

27.8 Authority to complete

The Licensee authorises the Licensor and its solicitors to complete any blanks with a proper date or details and to make any formal correction necessary to this Licence.



Schedule 1

- Item 1:** Licensee: CAYLAMAX DEMOLITIONS PTY LTD;
ACN: 106 114 952
- Item 2:** Land: Block 39, Section 78, Division of Griffith;
- Item 3:** Premises: The hatched area on the plan of Premises annexed at Schedule 6 of the draft Licence agreement being a single building and land in the facility known as the Griffith Parks Depot *former*, located on Section 78 Block 39, Division of Griffith;
- Item 4:** Term: Five (5) year;
- Item 5:** Commencement Date: 1 January 2016;
- Item 6:** Expiry Date: 31 December 2020;
- Item 7:** Licence Fee (Ex GST): 
-  NOTE: Rent commencement date is 18 January 2016.
- Item 8:** (a) Licence Fee Review Dates: 1 July each year;
- (b) Method of review: 
- Item 9:** Use of Premises: Office space, storage and associated activities for the administration of Caylamax Demolitions Pty Ltd;
- Item 10:** Outgoings: As per Schedule 2;
- Item 11:** Public Liability Insurance: \$20 million;
- Item 12:** Repair contribution: As per Schedule 2;
- Item 13:** Option Term: Nil;
- Item 14:** Interest Rate: 5%;

Item 15: Address for Notices:

Licensor:

ACT Property Group
PO Box 777
Fyshwick ACT 2609
Ph: (02) 6213 0700
E: actpg@act.gov.au

Licensee:

Caylamax Demolitions Pty Ltd
83 Kremzow Road
Brendale Qld 4500
PO Box 5011
Brendale Qld 4500
Mr Anthony Halsall & Mr David Hutchins
Directors
P: (07) 3481 5800
[REDACTED]
E: info@caylamax.com.au

Item 16: Guarantor:

N/A;

Item 17: Bond:

N/A;

Item 18: Variations:

Clause 9.12 – Flammable Liquids and Substances

The following clause is added:

9.12.3 Despite clause 9.12.1 the Licensor acknowledges that the Licensee uses chemicals and substances for its business. The Licensee agrees that:

- (1) all chemicals and substances will be stored in suitable containers and cabinets in accordance with the Safety Data Sheet and applicable legislation and policy around hazardous substances.
- (2) the Licensee will comply with requirements around signage, storage and registration of quantities of hazardous substances
- (3) the Licensee must maintain copies on site of Safety Data Sheets for all chemicals stored at the site.
- (4) the Licensee must permit the Licensor to enter the Premises at any time to inspect and verify that appropriate arrangements are in place at the Premises.

Clause 11.7 – Leaving Licensee’s Property, goods or fixtures behind

The following clause is added:

11.7.2 The Licensor will allow the Licensee reasonable access to the property before expiration of

the 21 days for the purposes of removing the Licensee's property.

Clause 13.2 – Indemnity

Is deleted and replaced with the following:

The Licensee indemnifies the Licensor, its employees, agents and contractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused or contributed to by the Licensee and/or its employees, agents, contractors or invitees in connection with this Licence, except to the extent that the Licensor, its employees, agents or contractors caused or contributed to the relevant loss, damage or injury through negligent, reckless or intentional act or omission.

Clause 13.4 – Release

Is deleted and replaced with the following:

To the full extent permitted by law, the Licensee hereby releases the Licensor, its employees, agents and contractors from all claims and demands of every kind and from all liability which may arise in respect of any death or injury to any person or any accident or damage to property of any kind or nature, in or near the Premises or the Land other than as may be caused or contributed to by the negligent, reckless or intentional act or omission of the Licensor, its employees, agents or contractors.

Clause 20 – Early Termination

is deleted and replaced with the following:-

20. Early Termination

This Licence may be terminated, without cause, by either party giving the other party three months written notice or such shorter period as agreed by the parties in writing. Subject to clause 11.5, neither party will have an action against the other party in respect of termination of this Licence pursuant to this clause. The right to terminate early will not prejudice a claim by a party in respect of any breach of the Licence occurring prior to termination.

Schedule 2

DISTRIBUTION OF LICENSOR AND LICENSEE RESPONSIBILITIES IN RELATION TO STATUTORY OUTGOINGS, SERVICE CHARGES AND GENERAL CHARGES

Details of Charges	Percentage of Licensor responsibility (A)	Percentage of Licensee responsibility (B)
SECTION 1 - STATUTORY OUTGOINGS		
Land Tax	100%	0%
General rates	100%	0%
Water and Sewerage rates	100%	0%
SECTION 2 - SERVICE CHARGES		
Electricity	0%	100%
Gas	0%	100%
Water Usage	0%	100%
Telephone and Communications	0%	100%
Cleaning - General	0%	100%
Cleaning – Toilet requisites	0%	100%
Cleaning - windows Internal	0%	100%
Cleaning - windows external	0%	100%
Rubbish removal/trade waste bins	0%	100%
Grease trap/triple inceptor – cleaning and emptying	N/A	N/A
Insurance - Plate glass	100%	0%
Insurance - Public Liability	0%	100%
Landscaping/Gardening	0%	100%
After hours Air-Conditioning	0%	100%
Air-Conditioning System Maintenance	100% Except where the Territory determines that: 1. maintenance is required as a result of use or misuse of Air-Conditioning System by the Licensee, or	0% Except where the Territory determines that: 1. maintenance is required as a result of use or misuse of Air-Conditioning System by the Licensee, or 2.

	2. the unit has not been installed by the Territory	3. the unit has not been installed by the Territory
Air-Conditioning System Repairs	100% Except where the Territory determines that: 1. repairs are required as a result of misuse of Air-Conditioning System by the Licensee, or 2. the unit has not been installed by the Territory	0% Except where the Territory determines that: 1. repairs are required as a result of misuse of Air-Conditioning System by the Licensee, or 2. the unit has not been installed by the Territory
Air-Conditioning System Replacement	100% Except where the Territory determines that: 1. repairs are required as a result of misuse of Air-Conditioning System by the Licensee, 2. or the unit has not been installed by the Territory	0% Except where the Territory determines that: 1. repairs are required as a result of misuse of Air-Conditioning System by the Licensee, 2. or the unit has not been installed by the Territory
Security system - Premises	0%	100%
Pest Control	0%	100%
SECTION 3 - GENERAL CHARGES		
Insurance - Building	100%	0%
Fire Brigade Monitoring	100%	0%
Fire Protection & Fire Extinguishers	100% Standard requirements given existing size and structure of the building	100% For any additional appliances required due to the activities of the Licensor
Security System - Building	0%	100%
Signage - Internal	0%	100%
Painting	0% Except where the Territory determines painting is required as a result of fair wear and tear of the building	100% To meet Licensee's operation requirements

Lifts	N/A	N/A
Locks and Keys	100% For initial keys and changes initiated by the Territory	100% To meet Licensee's operation requirements
Floor coverings	0% Except where the Territory determines floor replacement is required as a result of fair wear and tear of the building	100% Within own premises to meet Licensee's operational requirements
Lighting - Light globes, starters, and tubes	0%	100%
Lighting – Fittings	100%	0%

Schedule 3 – Activity Schedule

Caylamax Demolitions Pty Ltd

Activities

RISK ANALYSIS


Based on the information you have provided, your insurance Risk Self assessment is: **5**

Item	Score
General office administration	4
Office accommodation	4
Administration & Storage	5

Minimum 'Public & Products Liability' insurance cover required is \$20 Million.

Schedule 4 – Rules

1. All requests for consents or approvals required from the Licensor, all notices required to be given by the Licensee to the Licensor and all enquiries, complaints and suggestions which the Licensee may wish to communicate to the Licensor, are to be in writing to the Contact Officer named in Item 16.
2. The Licensee must keep all doors and other means of access to the Premises securely fastened when the Premises are left unoccupied. The Licensor reserves the right to enter the Premises and fasten them if they are left insecurely fastened.
3. The Licensee must ensure that, at all times, the Licensor has a current address and telephone number at which the Licensee, or a responsible representative of the Licensee, can be reached when the Licensee or representative is not in the Premises.
4. No curtains, window blinds, window screens or awnings may be erected without the approval of the Licensor.
5. The Licensee must not cause obstruction in the Common Area.
6. The Licensee shall ensure that all persons under its control and all persons invited onto the Land by the Licensee use all services, including bathroom and toilet facilities, in the Common Area and in the Premises in a reasonable manner which does not damage or cause blockages to such services.
7. No rubbish or waste may, at any time, be burnt on the Premises or in the Building.
8. The Licensee may not conduct, or permit to be conducted, on the Premises any auction, bankrupt or fire sale.
9. The Licensee may not use or permit the Common Area to be used for any business or commercial purpose or the display or advertisement of any goods or services.
10. The Licensee must, at the Licensee's own expense, replace all electrical light bulbs and globes and tubes which may become damaged or broken or fail to light in the Premises.
11. The Licensee must not use the Premises as a residence or sleeping place.
12. The Licensee must not keep on the Premises any animals, fishes, reptiles or birds.
13. In respect of the Premises where air-conditioning is supplied by the Licensor, the Licensor must endeavour to keep the Air-Conditioning System in working order between the hours of 8:00am and 5:30pm Monday to Friday excluding public holidays.

14. The Licensee may not smoke or permit any person to smoke any form of tobacco or similar substance in the Premises or the Building.
15. The Licensee must comply with any fire management plan produced by the Licensor which is made known to the Licensee or, if reasonably required by the Licensor, the Licensee will produce its own fire management plan.
16. The Licensee will participate in any fire management exercise conducted by the Licensor, of which the Licensee has received reasonable notice.
17. The Licensee shall ensure that all persons under its control and all persons invited onto the Land by the Licensee do not discharge fire extinguishers or trigger alarms in the Common Area or in the Premises without reasonable cause.
18. Where there is more than one licensee occupying the Land, the Licensor must maintain and mow any nature strips or other public land immediately adjacent to the Premises to the reasonable satisfaction of the Licensor 

Schedule 5 – Licence Fee Review

1. The Licence Fee will be reviewed effective from each Licence Fee Review Date in accordance with the method of Licence Fee review noted next to the relevant Licence Fee Review Date in Item 8.
 2. Each method of review will have the meaning and procedure set out in this Schedule.
- A. (1) **“CPI Review”** means a licence fee adjustment in accordance with the following Consumer Price Index formula:

$$\text{NYLF} = \text{OYLF} \times \frac{\text{NCPI}}{\text{OCPI}}$$

Where:

- “NYLF” is the new licence fee payable by the Licensee to the Licensor commencing from the Licence Fee Review Date;
- “OYLF” is the Licence Fee payable by the Licensee to the Licensor immediately preceding the Licence Fee Review Date;
- “NCPI” is the last published Consumer Price Index prior to the Licence Fee Review Date;
- “OCPI” is the Consumer Price Index as published prior to the date upon which the Licence Fee was most recently reviewed, varied or set pursuant to the terms of the Licence or any previous licence (or previous licences) which contained an option to renew (or a chain of options to renew) which gave rise to this Licence.
- (2) **“Consumer Price Index”** means the Consumer Price Index for Canberra (All Groups) as published by the Australian Statistician (or such person or office which fulfils the relevant function fulfilled by the Australian Statistician at the commencement of the Licence). In the event that the Consumer Price Index is adjusted (for example by changing the base index number or changing the year of the base index number), or there is any suspension or discontinuance of the Consumer Price Index by the Australian Statistician, then the Consumer Price Index will mean such index figure or statistic published at the relevant dates in the Australian Statistician’s summary of Australian statistics which reflects fluctuations in the cost of living in Canberra and which the parties may mutually agree upon, and if they are unable to agree then such index figure or statistic as may be determined by the President for the time being of the Australian Property Institute or some person nominated by the President whose decision will be conclusive and binding. This definition will apply notwithstanding that there may be significant changes over time in the composition and weighting of the items by reference to which the Consumer Price Index is calculated.
- (3) The Licensee must continue to pay the current instalments of the Licence Fee due until the new licence fee is determined. Within 21 days after the Licensor has notified the Licensee of the new licence fee, the Licensee

must adjust and pay the amount due to the Licensor as Licence Fee from the Licence Fee Review Date.

- B. (1) **“Licence Fee Increase by X%”** (where X% is a specified percentage figure) means a licence fee adjustment in accordance with the following formula:

$$\text{NYLF} = \text{OYLF} \times \frac{100 + X}{100}$$

Where:

- “NYLF” is the new licence fee payable by the Licensee to the Licensor commencing from the Licence Fee Review Date;
“OYLF” is the Licence Fee payable by the Licensee to the Licensor immediately preceding the Licence Fee Review Date;
“X” is the specified percentage in Item 8.

- (2) The Licensee must continue to pay the current instalments of the Licence Fee due until the new licence fee is determined. Within 21 days after the Licensor has notified the Licensee of the new licence fee, the Licensee will adjust and pay the amount due to the Licensor as Licence Fee from the Licence Fee Review Date.

- C. (1) **“Market Review”** means an adjustment to the Licence Fee that could reasonably be expected to be paid for the Premises if unoccupied and offered for occupation for the use set out in Item 9.

- (2) Either party may at any time, but not earlier than 4 months prior to the Licence Fee Review Date to which Market Review applies, give notice in writing to the other party stating the amount which, in that party’s opinion, is the market licence fee for the Premises as at that Licence Fee Review Date.

- (3) If:

(a) 2 months after a party has given a notice under subclause (2), the parties have not agreed upon the market licence fee applicable from the Licence Fee Review Date; or

(b) 14 days after either party tells the other party that it disputes the proposed licence fee applicable from the Licence Fee Review Date;

either party may notify the Magistrates Court that that party wishes to have the matter referred to mediation under section 52(2) of the Leases Act.

- (4) If a market licence fee cannot be agreed, the parties agree to follow the procedure set out in Part 8 of the Leases Act regarding determination of the market licence fee.

- (5) If, 14 days after the Licensee tells the Licensor that the Licensee disputes the proposed Licence Fee applicable from the Licence Fee Review Date either party may ask the President of the Australian Property Institute

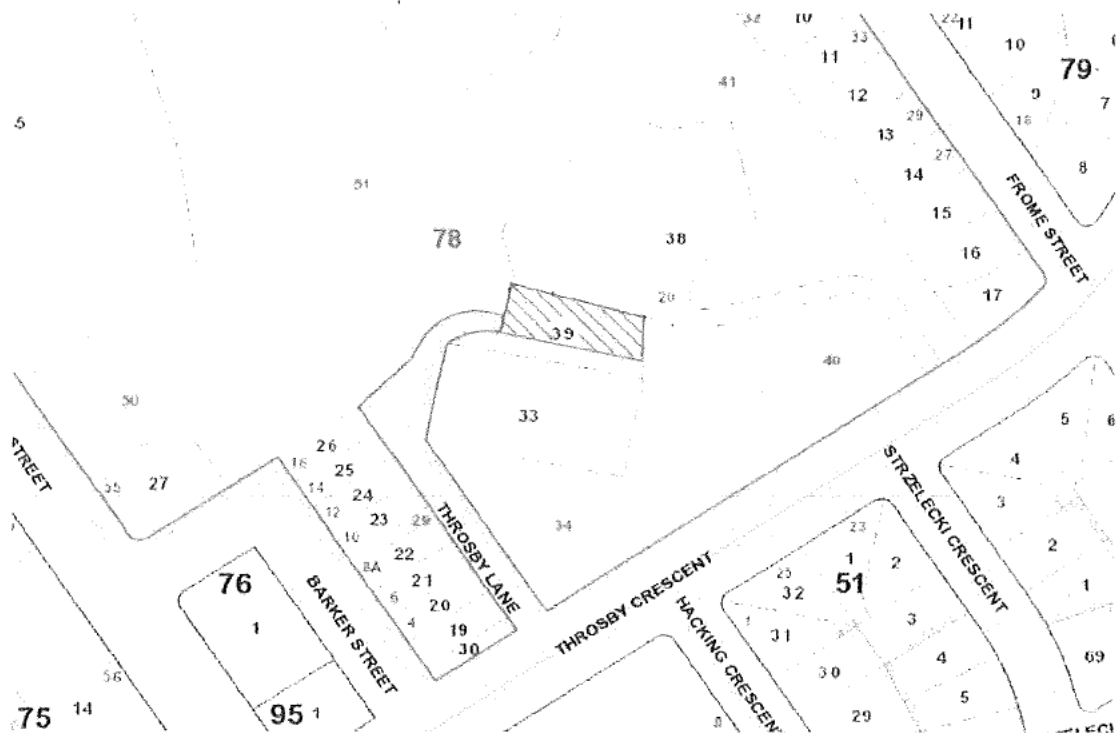
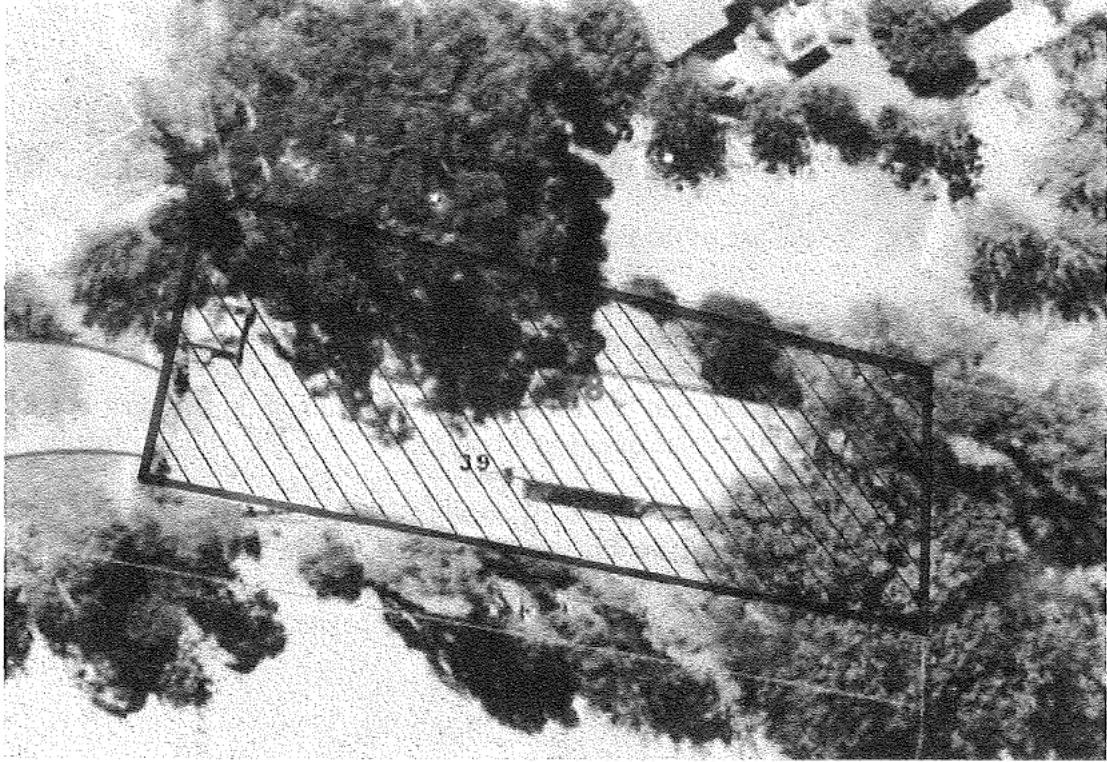
(Canberra Chapter) to appoint a valuer with at least 5 years' experience to determine the Market Licence Fee having regard to the current market rental.

- (6) The valuer must act as an independent expert and not as an arbitrator, and give written reasons for the decision. The parties must share the valuer's costs equally.
- (7) The valuation of the Market Licence Fee must take into account:
 - (a) the terms of the Licence;
 - (b) other matters relevant to the assessment of current market rental;
 - (c) the use of the Premises under the Licence; and
 - (d) rent concessions or other benefits frequently or generally offered to prospective lessees of similar Premises,and must assume that the Premises are unoccupied, but it must not take into account the value of any goodwill or the Licensee's Improvements.
- (8) Until the dispute is resolved, or a right is lost, the Licensee must pay the old Licence Fee. Any adjustment is calculated from the Market Review Date. The Licensee must pay any adjustment, or the Licensor must credit the Licensee with it, when the next monthly payment is due.

Schedule 6 – Plan of the Premises

Caylamax Demolitions Pty Ltd


Griffith Parks Depot *former*
Block 39 Section 78, Division of Griffith




Executed as an Agreement

DATE OF THIS AGREEMENT 18 January 2016

SIGNED for and on behalf of the
AUSTRALIAN CAPITAL TERRITORY
in the presence of


) 
)
) Signature of Territory delegate


Signature of witness

Tania Shaw Senior Manager
Print name ACT Property Group

Maree Lawrence
Print name

SIGNED by or for and on behalf of
CAYLAMAX DEMOLITIONS PTY LTD
ACN: 106 114 952
in the presence of:

) 
) Signature of authorised
) Representative*
*see note below


Signature of witness

DAVID W. HUTCHES MANAGING DIRECTOR
Print name and position

Cameron Lever (ACTAG)
Print name

Signature of second authorised
representative*
*see note below

Print name and position



Note:

Date: Must be dated on the date the last party signs the Agreement or, if signed counterparts of the Agreement are exchanged, the date of exchange. Also date the cover page.

Individual: Must be signed by the individual and witnessed.

Incorporated Association: Must be signed in accordance with the Association's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

Company: Must be signed in accordance with section 127 of the *Corporations Act 2001* (Cwth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the constitution but is generally not required.



